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# AGREEMENT

ADMINISTRATION

Between

**IROQUOIS CENTRAL SCHOOL DISTRICT**

and

**CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.,  
Local 1000, AFSCME, AFL-CIO, Local 868  
The Certified Union for the Iroquois Unit**

**NOTE: It is agreed by and between the Parties to this Agreement that any provision of this Agreement requiring Legislative action to permit its implementation by amendment of Law, or by providing the additional funds therefor, shall not become effective until the appropriate Legislative Body has given approval.**

**Begins: 1 July 2002  
Ends: 30 June 2006**

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This Agreement, dated as of this 1st day of July, 2002 by and between the Iroquois Central School District Number 1 (hereinafter called "Employer") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Local 868 the Certified Union for Iroquois (hereinafter called the CSEA). In consideration of the mutual promises herein contained, the parties hereto mutually agree as follows:

**WITNESSETH:**

**ARTICLE I**

**CONFLICT OF LAW**

No provisions of this Agreement shall be interpreted so as to be in conflict with any provision of the Public Employees' Fair Employment Law or of any other law. If a court of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement.

If such a determination has been made and no appeal lies there from or is timely taken there from, the parties, as soon as is reasonably practicable, shall enter into negotiations limited to replacing the invalid provision with a provision that is lawful.

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its funds therefore, shall not become effective until the appropriate body has given approval.

**ARTICLE II**

**RECOGNITION AND DEDUCTIONS**

**Section 1:** The Employer recognizes the CSEA as the sole and exclusive representative for the purposes of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment of the employees holding positions described in "Exhibit A" attached to this Agreement. Notwithstanding any of the above, employees holding the positions of Secretary to the Superintendent, Secretary to the Assistant Superintendent, Secretary to the Business Administrator, Payroll Clerk, and Secretary to the Director of Pupil Personnel Services are excluded from the set forth bargaining unit.

**Section 2:** Commencing with the first payroll period after an employee has submitted to the Employer a dues deduction authorization card signed by him, the Employer shall deduct from the wages of employees who are members of the CSEA regular membership dues. Such payroll deductions shall be remitted by the Employer to the Treasurer of the Civil Service Employees' Association, Inc., P.O. Box 7125 Capitol Station, Albany, NY 12224.

The CSEA will indemnify the Employer and hold it harmless against any and all suits, claims and liabilities arising out of any action taken, or



not taken by the Employer complying with the provisions of Article II, Section 2.

**Section 3:** The CSEA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation on its members to conduct, assist, or participate in such strike.

**Section 4:** The Employer will honor an authorization card signed by a member of the unit, authorizing payroll deduction for CSEA sponsored group life, auto and disability income protection insurance, provided such a signed authorization is presented to the business office at least fifteen (15) days prior to the beginning of the first payroll period in July, November or March.

The Employer shall send the payroll deduction moneys to the CSEA or its agent as designated in writing, in the same form and manner as it transmits dues deducted under Section 2 of this Article.

**Section 5:** On or before January 10 of each year, the District shall supply to the Local CSEA President a list of all employees in the bargaining unit. This list will contain the employee's full name, home address, dues deduction status, social security account number, job title, and first day of employment as reflected in the District's records. Upon request, the District will furnish updated information to the CSEA on a quarterly basis.

**Section 6:** Effective July 1, 1993, an agency fee, in an amount determined by the Association in accordance with applicable law, shall be paid by each member of the bargaining unit who is not a member of the Association except for such persons employed prior to July 1, 1993, who were not members of the Association on June 30, 1993.

### **ARTICLE III**

#### **RATES OF PAY**

#### **DETERMINATION AND APPLICATION**

**Section 1:** Employees shall be compensated on either a salary basis or an hourly rate basis in accordance with present practice. An employee's Wage Grade shall be determined by the job which he holds as shown on "Exhibit A" which is attached hereto and is hereby made a part of this Agreement.

**Section 2:** The hourly rate and annual salary of each Wage Grade and the steps for each Wage Grade are shown on Exhibit B for the period of July 1, 2002 to June 30, 2003, Exhibit C for the period from July 1, 2003 through June 30, 2004 and on Exhibit D for the period of July 1, 2004 through June 30, 2005 and on Exhibit E for the period of July 1, 2005 through June 30, 2006. These Exhibits "B", "C", "D", and "E" are attached hereto and are hereby made a part of this Agreement.

**Section 3:** The annual salaries shown on Exhibits "B", "C", "D", and "E". are for employees who work on a full-time schedule for fifty-two weeks per

year. An employee who works on a part-time schedule, or for less than fifty-two weeks per year, or both, will receive a proportionate share of the annual salary to which the job would entitle the employee if the employee worked on a full-time schedule, fifty-two weeks per year.

**Section 4:** A new employee shall be placed on the First Step of the Wage Grade for his classification. However, at the discretion of the Employer, a new employee may be placed at a higher step in recognition of prior experience in the work of his classification; provided, however, that no new employee shall be placed at a step higher than the highest step occupied by any other employee in that classification. As soon as practicable after a new employee is hired, the Employer shall give written notice to the President of CSEA of the employee's name, classification and Wage Grade Step.

**Section 5 - Salary:** Former steps 2 and 3 are eliminated from Exhibits "B", "C", "D", and "E". Employees on Step 1 as of June 30 of any contract year shall move off step effective with the next succeeding July 1.

2002-2003 - Increase Step 1 by two percent (2%) over 2001-2002. All employees who are not on Step 1 will receive a three and two tenths percent (3.2%) increase over their 2001-2002 salary or hourly rate. Eligible employees shall advance off Step 1 on July 1, 2002.

2003-2004 - Increase Step 1 by two percent (2%) over 2002-2003. All employees who are not on Step 1 will receive three and four-tenths percent (3.4%) increase over their 2002-2003 salary or hourly rate. Eligible employees shall advance off Step 1 on July 1, 2003.

2004-2005 - Increase Step 1 by two percent (2%) over 2003-2004. All employees who are not on Step 1 will receive a three and one-half percent (3.5%) increase over their 2003-2004 salary or hourly rate. Eligible employees shall advance off Step 1 on July 1, 2004.

2005-2006 - Increase Step 1 by two percent (2%) over 2004-2005. All employees who are not on Step 1 will receive a three and three tenths percent (3.3%) increase over their 2004-2005 salary or hourly rate. Eligible employees shall advance off Step 1 on July 1, 2005.

**Section 6:** The rate for late runs (4 o'clock and 5 o'clock runs) shall be:

|                        |         |
|------------------------|---------|
| Effective July 1, 2002 | \$14.00 |
| Effective July 1, 2003 | \$14.50 |
| Effective July 1, 2004 | \$15.00 |
| Effective July 1, 2005 | \$15.50 |

**Section 7:** The rate for parochial charter runs shall be:

|                        |         |
|------------------------|---------|
| Effective July 1, 2002 | \$12.64 |
| Effective July 1, 2003 | \$13.50 |
| Effective July 1, 2004 | \$14.00 |
| Effective July 1, 2005 | \$14.50 |

**Section 8:** Rate for "shuttle" runs:

Shuttle runs, including parochial school shuttles, shall be included in regular run packages. However in the event a driver completes a shuttle run for another driver, they shall receive the dollar amount listed below for each shuttle run they complete.

|                        |        |
|------------------------|--------|
| Effective July 1, 2002 | \$4.58 |
| Effective July 1, 2003 | \$4.72 |
| Effective July 1, 2004 | \$4.86 |
| Effective July 1, 2005 | \$5.00 |

**Section 9:** The rate for charter runs (except long trips in accordance with present practice and parochial charter trips (See Section 7 above)) shall be paid as follows:

|                        |         |
|------------------------|---------|
| Effective July 1, 2002 | \$13.00 |
| Effective July 1, 2003 | \$13.50 |
| Effective July 1, 2004 | \$14.00 |
| Effective July 1, 2005 | \$14.50 |

**Section 10:** The employee in charge of operating the employer's Wastewater Treatment Plant shall be paid a flat annual rate of \$525. The Wastewater Treatment Plant operator must hold a current, valid NYS DEC Grade 1A Wastewater Treatment Plant Operator Certificate.

Up to two (2) employees engaged in testing or equipment maintenance at the Wastewater Treatment Plant shall:

(a) Be given training in the proper methods of testing in accordance with posted protocols for Plant operation as solely determined by the District,

(b) Be provided protective gear as the District determines to be necessary,

(c) Upon the request of the employee, be provided, at no cost to the employee, inoculations against infectious hepatitis,

(d) Be provided a \$200 annual stipend to be paid in two 50% installments, one in February and one in June.

**Section 11:** The District is committed to training unit personnel it designates to handle pesticides and/or asbestos removal as required by applicable law and regulation; along with required protective equipment. The District will use only persons trained and certified for such duties, to the extent required by applicable law and regulation. Trained and certified employees assigned to perform these duties will be paid an hourly differential of thirty cents (\$0.30) for hours spent in these duties. Such differential will be included in completion of overtime pay as provided by applicable law and regulation.

**Section 12:** Each custodial employee who regularly is assigned to work a night shift and is in charge of, or responsible for, a school building during his night shift shall be paid twenty-five cents (\$.25) per hour for each hour worked, in addition to his/her regular hourly rate. Each custodial employee who regularly is assigned to work a night shift shall be paid sixteen cents (\$.16) for each hour worked, in addition to his regular hourly rate. For purposes of this Section 12, a "night shift" shall mean any shift that regularly begins at or after 3:00 p.m. Where there is no custodial employee presently designated as being in charge of or responsible for a school building, the Superintendent of Buildings and Grounds may so designate one employee for that school building.

**Section 13 - Longevity:**

(a) Effective July 1, 2002, employees who have years of service with the District on December 1, 2002, as noted below will receive the longevity payment listed:

|  |        |
|--|--------|
| completed 10 years, but less than 15 years service | \$485. |
| completed 15 years, but less than 20 years service | \$555. |
| completed 20 years, but less than 25 years service | \$630  |
| completed 25 or more years service                 | \$700  |

(b) Effective July 1, 2003, employees who have years of service with the District on December 1, 2003, as noted below will receive the longevity payment listed:

|  |       |
|--|-------|
| completed 10 years, but less than 15 years service | \$605 |
| completed 15 years, but less than 20 years service | \$675 |
| completed 20 years, but less than 25 years service | \$750 |
| completed 25 or more years service                 | \$820 |

(c) Effective July 1, 2004, employees who have years of service with the District on December 1, 2004, as noted below will receive the longevity payment listed:

|  |       |
|--|-------|
| completed 10 years, but less than 15 years service | \$725 |
| completed 15 years, but less than 20 years service | \$795 |
| completed 20 years, but less than 25 years service | \$870 |
| completed 25 or more years service                 | \$940 |

(d) Effective July 1, 2005, employees who have years of service with the District on December 1, 2005, as noted below will receive the longevity payment listed:

|  |         |
|--|---------|
| completed 15 years, but less than 20 years service | \$ 915  |
| completed 20 years, but less than 25 years service | \$ 990  |
| completed 25 or more years service                 | \$1,060 |

Payments will be made in December of each year. Payments under this Section are made in consideration of the employee's entire period of service with the District of ten (10) years or more and are paid without regard to the

number of hours worked by the employee in any particular work week or year of service. (Substitute time will not be considered in the award of longevity pay).

**Section 14:** Bus drivers will be compensated for regular bus runs other than "blue slip runs, parochial runs and shuttle runs" as follows:

(a) When the number of runs regularly driven by a driver goes below three (3) per day, that driver's salary shall be reduced by one-third (1/3) for each run below three (3); when the number of runs (other than "blue slip runs, parochial runs and shuttle runs") regularly driven by a driver goes above three (3) per day, that driver's salary shall be increased to the four (4) run per day level.

(b) Bus drivers shall be assigned to one of the schedules listed below, or in accordance with a) above, and shall be compensated on a daily basis as follows:

- 1) 4 runs or equivalent: the driver shall be paid the daily rate listed next to (4.5 hours) in the Salary Schedule Exhibit for the appropriate year, or a daily rate determined by the product of the driver's hourly equivalent rate and 4.5 hours, whichever is greater. No additional paid holidays beyond the number provided to part-time employees shall be provided by the District.
- 2) 3 runs or equivalent: (employed as of 3/1/92) the driver shall be paid the daily rate listed next to (3.75 hours) in the Salary Schedule Exhibit for the appropriate year, or a daily rate determined by the product of the driver's hourly equivalent rate and 3.75, whichever is greater.
- 3) 3 runs or equivalent: (employed after 3/1/92) the driver shall be paid the daily rate listed next to (3.50 hours) in the Salary Schedule Exhibit for the appropriate year, or a daily rate determined by the product of the driver's hourly equivalent rate and 3.50, whichever is greater.

(c) The term "equivalent" in this section is defined as the average time spent by a bus driver to complete their assigned runs. Examples of this would include but not be limited to:

- 1) A bus driver assigned two (2) trips that take 3.75 hours to complete would be paid the daily rate as in Section 14 (b) (2) above.
- 2) A bus driver assigned two (2) trips that take 3.5 hours to complete would be paid the daily rate as in Section 14 (b) (3) above.
- 3) A bus driver assigned two trips that take 4.5 hours to complete would be paid the daily rate as in Section 14 (b) (1) above.

- 4) A bus driver assigned three (3) trips that take 4.5 hours to complete would be paid the daily rate as in Section 14 (b) (1) above.

(d) Should a run package under subsection 14(b)(1) above consistently exceed four hours and forty minutes (4.40) work time, the driver may apply to the Transportation Supervisor for an additional amount to be paid daily as follows:

1) If the work time exceeds four hours and forty minutes (4:40), an additional fifteen (15) minutes shall be paid at the driver's regular hourly rate for the period 4:30 to 4:45 (four hours and 30 minutes to four hours and forty-five minutes).

2) If the work time exceeds four hours and fifty-five minutes (4:55), an additional thirty (30) minutes shall be paid at the driver's regular hourly rate for the period 4:45 to 5:00 (four hours and forty-five minutes to five hours).

(e) The Transportation Supervisor or designee shall monitor the work time spent by the driver in determining whether the additional compensation in subsection 14(d) above is to be paid. In addition, if the work time drops below 4:40 or 4:55 respectively on a consistent basis, the additional compensation shall be removed as appropriate to the reduction in work time.

Fifteen (15) minutes shall be provided for pre-trip inspection of the vehicles prior to each consecutive run grouping and five minutes shall be provided after each consecutive run grouping for post-trip inspection of the vehicles. The fifteen (15) minutes for pre-trip inspections shall be increased to twenty (20) minutes from November 15 to March 15 annually.

(NOTE: A consecutive run grouping would be any group of runs that run consecutively. Examples: (1) a "7 A.M." campus run followed immediately by an "8:00 A.M." Primary School run or (2) a 2:30 P.M. campus run followed by a 3:30 Primary School run, would be considered consecutive run groupings for which one pre-trip and one post-trip inspection would be included as paid time as noted in Section 14 above).

(f) Substitute Runs for Regular Drivers: Regularly appointed drivers who substitute on single runs that are not time contiguous to their regularly assigned runs shall be paid one hundred twenty-five percent (125%) of the normal substitute run rate which is determined annually by the Board of Education. Regularly appointed drivers who substitute on runs that are time contiguous to their regularly scheduled runs shall be paid the normal substitute run rate which is determined annually by the Board of Education.

(g) Bus drivers shall be paid their normal hourly rate for all time spent in 19A and OTETA requirements such as, but not limited to: physical performance tests, physical examinations and written examinations. Time for Drug and Alcohol Testing shall be paid in accordance with the Memorandum of Agreement regarding Drug and Alcohol Testing (September 1995 and any successor agreement), which document shall be incorporated herein and made a part hereof by reference.

**Section 15:** Effective July 1, 2003, any employee who is assigned by the District to perform the full responsibilities of a higher rated job on a temporary basis, because of vacation, illness or other temporary absence, shall be paid at his/her regular rate, increased by the difference between the rate for his/her regular job times one hundred five per cent (105%) at Step One of the salary schedule and the rate at Step One of the salary schedule for the job to which (s)he is assigned. This higher rate will take effect upon the completion of two (2) full consecutive work days in the higher rated job, retroactive to the first day.

**Example:** A cleaner paid \$10.00 per hour is promoted to a laborer. The differential in 2002-2003 would be Step 1 Wage Grade 4 times 105% (\$9.27 x 1.05 = \$9.73) subtracted from Step 1 Wage Grade 6 (\$10.05) or \$0.32.

**Section 16:** Employees shall be paid one and one half times their regular rate of pay for all hours worked in excess of forty in any given work week. For purposes of computing overtime pay, work week means that period which begins at 7:01 a.m. Friday and ends at 7:00 a.m. on the next succeeding Friday.

If an employee works on a Sunday, he shall be paid one and one half times his regular rate of pay for all hours worked on such Sunday.

There shall be no duplication or pyramiding of any of the overtime or premium rates provided in this Agreement. However any leave time paid for by the District under a provision of this Agreement shall be regarded as working time in calculating overtime premium pay.

**Section 17:** A mechanic who is required to come to work, and does work, prior to his normal starting time in a week during which school has been closed one or more days due to snow, shall be paid at the rate of one and one half times his regular hourly rate of pay for all such hours worked prior to his starting time.

**Section 18:** If an employee works in a job other than the one to which he is normally assigned, and the other assignment results in hours of work in excess of forty (40) in that work week, then the "regular rate of pay" for the purposes of computing overtime compensation will be the rate of the additional job which results in the overtime.

#### **ARTICLE IV**

##### **DISTRIBUTION OF OVERTIME AND EXTRA WORK ASSIGNMENTS**

**Section 1:** The provisions of this Article apply to employees in the following jobs as set forth in paragraphs applicable to the specific jobs:

Bus Driver  
Mechanic  
Auto Mechanic Crew Chief  
General Mechanic/Maintenance Mechanic

Maintenance Mechanic Helper  
Motor Equipment Operator  
Custodian  
Head Custodian  
Senior Custodian  
Groundskeeper  
Laborer  
Steam Firetender  
Cleaner

**Section 2:** Subject to the special rules provided in succeeding sections of this Article, overtime work will be distributed according to the following general rules:

(a) A separate overtime distribution list shall be maintained and posted conspicuously for each job listed in Section 1 of this Article. During the first week of the year, each employee will inform his supervisor in writing whether he desires to be considered for overtime work which may become available in his job. Only employees who so inform their supervisor will be considered for available overtime work. If later in the semester an employee informs his supervisor in writing that he desires to be considered for overtime work, he will be added to the overtime list and he will be marked as having refused as many overtime hours as is then credited against the employee on the list with the greatest number of overtime hours worked and refused.

(b) Employees will be listed on the overtime list in the order of their length of continuous service with the District. As overtime work is scheduled for a job, the supervisor will ask the employee on the overtime list for that job who is then credited with the least total number of overtime hours worked and hours refused if he desires to work the scheduled overtime. If two or more employees have an equal number of credited hours, the supervisor will ask the employee with the greater length of continuous service.

(c) If an employee agrees to work the scheduled overtime, he will be credited on the list with the number of overtime hours he works or is paid for. If an employee refuses the overtime, he nevertheless will be credited (for the purposes of overtime distribution only) with the same number of hours as though he had worked and the supervisor will then ask the employee next in order.

(d) If no employee agrees to work the scheduled overtime, a substitute may be used.

(e) In emergencies (i.e., non-scheduled overtime) the supervisor may use any readily available employee, but such employee shall be credited on the overtime list with the number of overtime hours he worked or is paid for.

(f) When overtime and/or a callback is required in the Maintenance Department on specific technical equipment (i.e. refrigeration/air conditioning, boiler, alarm equipment, etc.), the department supervisor may choose an employee with the specialized knowledge to work on the specified



equipment over and above the employee who is next on the overtime list. The employee chosen will be credited with the extra hours on the overtime list

**Section 3:** Except as otherwise provided in this ARTICLE IV for employees in specific jobs, the District will continue to assign extra work assignments and overtime work in accordance with the current practice.

**Section 4:** Building checks will be assigned when necessary, using the overtime pay provision of Article III, Section 16. For purposes of this Section 4, the following "building check groups" are established:

Building checks will be performed by the employees in the job titles listed below for each building check group:

|   |  |
|---|--|
| Building Check Group 1<br>(High School, Middle School and Intermediate Building)  | Head Custodians and Custodians, laborers, maintenance mechanic helpers normally assigned to the high school, Middle School and Intermediate School. If no one on this list is available, see Group III.                                      |
| Building Check Group II<br>(Elma Primary, Marilla Primary, Wales Primary)   | Custodians or laborers normally assigned to the building in this group. (If a Head Custodian is permanently assigned to a building in Group II, that title will be added to this Group). If no one on this list is available, see Group III. |
| Building Check Group III<br>(Bus garage, waste treatment plant, boiler house, other campus out buildings, all buildings in Groups I and II above) | Maintenance mechanic, motor equipment operator, groundskeeper  |

Building check assignments for each group will be selected, as available, from the incumbents of the job titles listed, in the order in which they are listed. Where there is more than one employee in a listed title, rotation will be in the order of seniority, beginning with the most senior.

Employees who drive private vehicles between buildings in Group II or Group III will be reimbursed for mileage in accordance with Article XV, Section 4.

Either party, on two weeks notice to the other, may request a meeting which will then be held to discuss any unforeseen problems which may arise in the implementation of this program. Changes may be made only after mutual agreement.

Nothing in this Section shall prevent the District from continuing the practice of using other employees inside or outside the bargaining unit to perform building checks so long as the District, in making out schedules for regular building check assignments, will give first preference to employees in jobs listed in this Article.

**Section 5:** With respect to bus runs with a planned route and a regular complement of passengers which are over and above the usual three trip or four trip per day basis (e.g., 4:00 runs, 5:00 runs, parochial runs and the like), bus drivers interested in driving such runs must inform their supervisor of this interest no later than one day prior to the start of school in that year. The District will then assign the available runs to drivers who have expressed interest, in accordance with their preference for a particular run and in order of their relative seniority, beginning with the most senior driver who has expressed an intention to drive such a run. Should a new late run become available or a vacancy occur in an existing run during a school year, the remaining drivers who have not been assigned such a run will have first opportunity to such a vacant run based on their relative seniority.

Once a driver has declined an available run under this Section 5 or gives up such a run, he will go the bottom of the seniority list for run assignments for that school year.

Any full time positions open between the first day of school and seven days prior to the end of the school year will be posted. Full time positions open during summer recess or within seven days prior to the end of school will continue to be filled at the discretion of the Director of Transportation. This practice is deemed necessary to allow him flexibility to place personnel in the most advantageous job settings. Full time positions remaining open after "transfers" will be posted effective as of the first day of the school year. Nothing in this agreement will be interpreted to restrict the right of the District to reassign a bus driver to a different run or runs for legitimate reasons.

"Blue Slip" runs (e.g. field trips, athletic events, concerts and the like) will be assigned in accordance with the present practice. The Director of Transportation or his designee will notify the assigned driver of a scheduled "blue slip" run at least seventy-two (72) hours in advance of the run if the information is known that far in advance. "Tri-Town" runs are not considered part of the work covered by this Article IV.

**Section 6:** With respect to maintenance personnel, separate lists will be maintained for each job in the building.

**Section 7:** A mechanic, who is required to drive bus before or after his scheduled work hours, shall be paid at one and one-half times his regular hourly rate but no less than \$5.00 per half day for such bus driving work.

## **ARTICLE V**

### **CALL BACK PAY**

Any employee called back to work, after having left work at the end of his regularly scheduled hours, shall receive a minimum of four hours pay at his straight time rate. A call back period of work which is immediately succeeded by an employee's regular work shift shall not be subject to this provision.

## ARTICLE VI

### FILLING VACANCIES, LAYOFFS AND RECALLS

**Section 1:** It is the mutual intent of the parties hereto that opportunities for promotions to positions covered by this Agreement shall be made available first to employees of the District.

(a) An employee working in a position, who has completed one year of continuous service with the District and who wishes to be considered for a shift change, change of hours or work week change that the District may initiate, shall so inform the District of his desire for such a change by filing with the District Personnel Office a Change of Schedule Preference form to be provided by the District. On this form the employee may list the kind of change for which he wishes to be considered. Prior to initiating such changes, the District will consider employees who have filed a Change of Schedule Preference form. An employee who is absent from the District during the application period may apply in writing through his or her local union representative. The CSEA must furnish a list of its representatives authorized to apply for a position on behalf of another employee and advise the District's Superintendent or his designee, in writing, of any changes in the list.

(b) Accordingly, when there is a permanent vacancy or a newly created permanent position covered by this Agreement, a notice of the vacancy or newly created position shall be posted on bulletin boards designated for use by the CSEA for not less than seven (7) working days before the vacancy is filled. A copy of the notice of the vacancy or newly-created position will be given to the President and Secretary of the CSEA on the same day as the posting of the notice. The notice will specifically identify the vacancy by job title and wage grade, the minimum qualifications required, if any, and will state the person(s) to whom the interested employee may apply. The initial location of the position will be specified; however, this shall not limit the District's authority to assign employees. Such application shall be made in writing not later than the last day of the seven (7) working day posting period. An employee applicant shall be allowed to confer with the management person whose name appears on the posting notice to ascertain the contemplated work schedule and shift for the posted position.

(c) Where a temporary vacancy arises in a non-competitive or labor class position which the District believes will last for more than twenty-five (25) working days, the District will fill the position with a regular employee of the District it deems qualified for the position, before it fills such a vacancy with a person not currently employed by the District. This paragraph will not apply to temporary vacancies in the Cleaner position, or in cases where the District is unable after reasonable efforts to obtain a temporary replacement for the employee of the District who will take the temporary position.

**Section 2:** In filling vacancies, the District will consider the skill, ability, and efficiency of all applicants for the vacancy. When skill, ability and efficiency are relatively equal, the applicant with the longest

continuous service computed from his last date of hire will be appointed. When computing the continuous service of applicants who work on different daily, weekly or annual schedules, the comparison shall be made on the basis of the number of hours per year normally scheduled for each applicant.

Example: Applicant A normally works 40 hours per week for 10 months of each year or 1733 hours per year. He has 10 years' service or a total of 17,330 hours. Applicant B also normally works 40 hours per week, but for 12 months of each year or 2080 hours per year. He has 8 years' service or a total of 16,640 hours. Therefore, Applicant A, the 10 month employee has the longest continuous service.

**Section 3:** If an applicant who is not an employee of the District is selected to fill the vacancy, an explanation of the reasons for the selection shall be given to the CSEA, upon written request of the CSEA President. In any case where the District selects an applicant for a permanent vacancy in the non-competitive or labor class who is not the senior applicant, the District will furnish an explanation for its selection to the CSEA upon written request from the CSEA President. Said explanations shall be forwarded to the CSEA within five (5) work days of the presentation of the request to the Superintendent or Business Administrator. Any grievance relating to the selection of one individual over another shall not be allowed until the explanation required by this section has been requested, received, and reviewed by the CSEA. In addition, when an appointment is made pending Board of Education approval at their next meeting, every effort shall be made to give notice of said tentative appointment to the CSEA President on the form in Exhibit H within three (3) work days of the person starting on the job. In no case shall the notice be given more than five (5) work days after the person starts the job. For the purposes of this Section, the CSEA President may, in writing, choose a designee to receive the required notice in his/her behalf.

#### **Section 4 - Layoffs:**

If the number of employees working in a job classification is to be reduced, the order in which the employees will be selected for layoff shall be based on the skill, ability, efficiency and length of continuous service of the employees in the affected job classification, as determined by the District. Where the affected employees are relatively equal in skill, ability and efficiency, then the employee in the job classification to be reduced who has the least continuous service will be selected for layoff.

An employee thus selected for layoff will be entitled to bump the employee in his department with the least amount of continuous service, provided he has the skill, ability and efficiency to perform the work in that job classification, as determined by the District. The employee thus displaced will be laid off. If an employee does not choose to exercise his bumping rights, he will be laid off.

As used in this Section 4, continuous service will be computed from the employee's last date of hire, using the method of computation set forth in Section 2 of this ARTICLE VI.

Sections 2 and 4 of this ARTICLE VI shall not apply to any job classification(s) designated as competitive class positions within the meaning of the Civil Service Law of New York State or the Erie County Civil Service Commission Rules.

An employee who bumps into a lower job title to avoid a layoff will be paid at the rate in the Agreement for the lower job title at the same step the employee held in the job title from which he came. An employee who is above the highest salary step in this Agreement, and who exercises bumping rights, will be paid at a rate of pay which exceeds the Step 1 rate for the lower job title by the same percentage that his former rate of pay exceeded the Step 1 rate of the job from which he came.

Upon recall to his former job title following a layoff beginning on the date he resumes work, an employee will be paid at the same rate of pay for the job title as he was receiving on the date he was laid off from such title. In addition, the employee shall be given any pay increase which became effective for that job title during the period of his lay off to which he would have been entitled had he been working in such job title. Such pay increases shall be added to the employee's base salary as denoted in this paragraph by applying such increase(s) in the same manner as it was applied to the salaries of employees who were not laid off. On the date the employee returns from layoff he will be eligible for all contractual benefits as set forth in the agreement in effect on his return.

In case of layoff, temporary employees in a particular job title will be laid off before permanent employees in the same job title are laid off.

**Section 5 - Recalls:** When there is a recall, employees on lay off will be recalled in the reverse order in which they were laid off providing the employee has the skill, ability, and efficiency to perform the available work, as determined by the District. An employee shall retain the right to recall for a period equal to his length of continuous service or eighteen (18) months, whichever is the lesser.

While on layoff, an employee will accumulate no continuous service for purposes of this Agreement nor any additional vacation time, sick leave credit or other credits. His length of service and unused leave credits shall be frozen until such time, if any, that he is recalled and returns to work. During such period of layoff the District has no obligation to contribute to the payment of any insurance premium provided by this Agreement. However, while on laid off status an employee may continue health insurance coverage provided under this Agreement at no cost to the District, by making advance monthly payments to the District which may include the maximum surcharge permitted by federal legislation.

**Section 6:** An employee working in a job covered by this Agreement, who has completed one year of continuous service with the District and who wishes to be considered for a permanent vacancy in the same job title but with a different primary work location, shall so inform the District of his desire for such transfer by filing with the District Business Office a Transfer Preference Form to be provided by the District. On this form the employee may list one or two work locations to which he desires to transfer. The

District will provide the Transfer Preference forms to the CSEA for circulation among the employees covered by this Agreement.

The District will provide the Transfer Preference forms to the CSEA for circulation among the employees covered by this Agreement.

Prior to posting a permanent vacancy under the provisions of Section 1, the District will give first preference to other employees in the same job title who have filed a Transfer Preference form which applies to the vacancy in the primary work location in question. In order to be considered in connection with a particular posting, an employee's Transfer Preference form must be on file with the District Business Office prior to the January 1 or July 1 which immediately precedes the posting.

Such applicants will be considered by the District for the transfer giving due consideration to each applicant's length of continuous service with the District. In order to avoid the adverse effects of multiple transfers, no employee may transfer work locations more than once in any twelve consecutive month period. After the procedures of this Section have been exhausted, the District will apply the promotion procedures of this Article VI to any further vacancies it fills.

**Section 7:** Under certain conditions, it may, at the sole discretion of the District, be appropriate to allow employees with less than one year of service to switch shifts, positions or locations (see this Article, Section 1(a)) or to allow transfers under this Article, Section 6.

## **ARTICLE VII**

### **SCHOOL CLOSING**

**Section 1:** When, with the approval of the Superintendent of Schools, a school principal deems it necessary to close a school building because of unusual weather conditions, epidemic or other emergency, all or part of the staff of that building may be excused for the day with no loss in earnings.

**Section 2:** Similarly, if unusual weather conditions preclude the opening of the building, the staff shall be excused with no loss of earnings; provided that any employee called in by supervision for work on such a day shall receive, in addition to his/her regular pay for hours worked, a payment equal to the regularly scheduled hours of work for that day times the regular rate of pay. In computing time worked for purposes of weekly overtime, the employee will be credited with a number of hours equal to his/her normal schedule for that day plus the number of hours actually worked. The provisions of this paragraph do not apply to casual part-time employees in the Cleaner classification.

**Section 3:** If, due to unusual weather conditions, the District cancels one or more regular bus runs, that is, runs not included in ARTICLE III, Section 6, of this Agreement, the driver scheduled to operate that run will be paid for the run at his regular rate of pay, provided that this paragraph will not apply to more than three (3) days per school year for

any driver during the life of this Agreement. Thereafter, the provisions of Section 4 of this ARTICLE VII will apply.

**Section 4:** If a bus driver reports to his assigned work location for a regularly scheduled run and the run is canceled by the District because of snow or other emergency, the driver will be paid for that run, unless the District has advised him not to report by radio or telephone message given at least one (1) hour in advance of his starting time.

## ARTICLE VIII

### VACATIONS

**Section 1:** Vacations with pay shall be in accordance with the following schedule:

(a)(1) For employees who are not new hires:

| <u>Length of Service</u>        | <u>&lt;===== Vacation Granted =====&gt;</u> |                  |                  |
|---------------------------------|---|------------------|------------------|
|                                 | <u>12-Month*</u>                            | <u>11-Month*</u> | <u>10-Month*</u> |
| 1 year, but less than 5 years   | 10 days                                     | 9 days           | 8 days           |
| 5 years, but less than 15 years | 15 days                                     | 13 days          | 12 days          |
| 15 or more years                | 20 days                                     | 18 days          | 16 days          |

\*number of months full-time service annually.

(a)(2) Vacation does not accrue for part time 10 or 11 month employees.

(b)(1) Newly hired employees shall, upon the first July 1 after their hire date, receive a prorated share of vacation days. The proration shall be according to the following schedule. An employee gets credit for a month only if more than half the month is worked.

| <u>Number of Months</u> | <u>Number of Vacation Days</u> |                  |                  |
|-------------------------|--------------------------------|------------------|------------------|
|                         | <u>12-Month*</u>               | <u>11-Month*</u> | <u>10-Month*</u> |
| 11                      | 9.0 days                       | ----             | ----             |
| 10                      | 8.5 days                       | 8.0 days         | ----             |
| 9                       | 7.5 days                       | 7.5 days         | 7.0 days         |
| 8                       | 6.5 days                       | 6.5 days         | 6.5 days         |
| 7                       | 6.0 days                       | 5.5 days         | 5.5 days         |
| 6                       | 5.0 days                       | 5.0 days         | 5.0 days         |
| 5                       | 4.0 days                       | 4.0 days         | 4.0 days         |
| 4                       | 3.5 days                       | 3.5 days         | 3.0 days         |
| 3                       | 2.5 days                       | 2.5 days         | 2.5 days         |
| 2                       | 1.5 days                       | 1.5 days         | 1.5 days         |
| 1                       | 1.0 days                       | 1.0 days         | 1.0 days         |

(b)(2) Beginning with the second July 1 after their hire, Section (a)(1) above shall apply.

**Section 2:** Vacations are to be taken at a time mutually agreeable to the employee and his supervisor and approved by the Business Administrator.

Vacation requests must be submitted to the approving supervisor in accordance with the following chart. The minimum number of days for submitting a request may be waived by mutual agreement of the employee and the supervisor.

| <u>Vacation Requested</u>       | <u>Advance Notice Requirement</u> |
|---------------------------------|-----------------------------------|
| Up to 1 day                     | 3 work days                       |
| More than one, less than 5 days | 5 work days                       |
| 5 or more days                  | 10 work days                      |

**Section 3:** An employee who, because of prolonged illness, ceases to be on the active payroll after having worked for at least 75% of his 10-month or 12-month year (whichever is applicable to him) shall be entitled to the full vacation which he would otherwise have earned during that year, provided he has at least three (3) years of continuous service with the District.

**Section 4:** If an employee has earned paid vacation as of July 1 of any year, and before he uses some or all of his earned vacation, he resigns after giving at least two weeks notice to the District, retires or dies, then the District will pay the employee (or his estate, if applicable) for this earned vacation, calculated at the employee's rate of pay on the date of his retirement, death or resignation.

## **ARTICLE IX**

### **RETIREMENT PLAN**

The Employer shall continue to make the additional required contribution to effect coverage of all employees who are members of the New York State Employees' Retirement System under the improved Non-Contributory Retirement Plan provided by Section 75-i of the retirement and Social Security Law, and shall provide the Section 60(b) death benefit rider.

Any employee who retires having given the District at least sixty (60) days advance notice of said retirement and has at least fifteen (15) years of service with the District and has accumulated more than one hundred twenty (120) sick days at the time (s)he gives the sixty (60) day notice prior to retirement, will be credited by the District, prior to retirement, with an amount of money equal to one day's salary in the year of his/her retirement multiplied by eighty (80%) percent of the sick days in excess of one hundred twenty (120). This money will be held by the District for the benefit of the retiree and will be disbursed as the retiree shall direct at their time of retirement, provided that such a disbursement may only be to an insurance carrier then providing insurance to the employees in the bargaining unit for the payment of health insurance premiums covering the retiree and his immediate family.

If the District enacts another retirement incentive program pursuant to the provisions of legislation, or otherwise, then an employee may elect retirement incentive under that program or the program provided in this ARTICLE IX, but not both.



## ARTICLE X

### HEALTH INSURANCE

**Section 1:** Effective with a new open enrollment period that will be mutually agreed upon by the parties, eligible employees will have, in addition to the health insurance products identified in Section 2 below, the option to select Independent Health C, zero in-patient co-payment, \$5/\$15/\$35 Rx co-payment, Community Blue 203, zero in-patient co-payment, \$5/\$15/\$35 Rx co-payment, or Univera Option 4, zero in-patient co-payment, \$5/\$15/\$30 Rx co-payment. The District agrees to pay an amount equal to 100% of the Independent Health C premium or the actual premium whichever is less for the plans listed in this paragraph only.

The District reserves the right to self-insure the \$0 in-patient co-payments. If the District self insures the \$0 co-pay on in-patient hospitalizations, the District also agrees to pay any hospital billing surcharge incurred by any covered employee or covered dependent. The District payment will be made within five (5) business days of the employee's presenting the bill to the Business Administrator.

The District agrees to establish and contribute towards an IRS 105(h) account the amounts listed below for employees who select the Independent Health Encompass C group of health insurance plans noted in the first paragraph of this section.

|        | 2002-2003 | 2003-2004 | 2004-2005 | 2005-2006 |
|--------|-----------|-----------|-----------|-----------|
| Single | \$ 45.00  | \$ 90.00  | \$ 90.00  | \$ 90.00  |
| Family | \$ 90.00  | \$180.00  | \$180.00  | \$180.00  |

**Section 1.1** Employees who select coverage under the plans in Section 2 below will have a district contribution in accordance with this Section 1.1.

Effective July 1, 2002, the District's maximum contribution toward the monthly premium for full time employees shall be equal to the monthly premiums, single or family, for the Independent Health coverage Encompass A identified in Section 2 below not to exceed 112% of the monthly premium in effect on June 30, 2002.

Effective July 1, 2003, the District's maximum contribution toward the monthly premium for full time employees shall be equal to the monthly premiums, single or family, for the Independent Health coverage Encompass A identified in Section 2 below not to exceed 112% of the monthly premium contribution in effect on June 30, 2003.

Effective July 1, 2004, the District's maximum contribution toward the monthly premium for full time employees shall be equal to the monthly premiums, single or family, for the Independent Health coverage Encompass A identified in Section 2 below not to exceed 118% of the monthly premium contribution in effect on June 30, 2004.

Effective July 1, 2005, the District's maximum contribution toward the monthly premium for full time employees shall be equal to the monthly premiums, single or family, for the Independent Health coverage Encompass A identified in Section 2 below not to exceed 118% of the monthly premium contribution in effect on June 30, 2005.

If a new agreement is not reached by June 30, 2006, the health insurance contribution rates will remain at 2005-2006 levels until a successor agreement is reached.

**Section 2:** Employees may participate in one of the following health insurance plans:

- A) Independent Health Encompass A (HMO);
- B) Community Blue/Advantage (Plan 202); (HMO)
- C) Univera/Healthcare Plan (Option) 1(HMO); or
- D) Erie II BOCES Health Insurance Consortium which has a Prescription Drug \$5.00 co-pay without contraceptives.

Employees who meet the eligibility requirements of the HMO may participate at their own expense. If an employee is eligible for health insurance which is paid for in part by contributions of the District under this Agreement, then the District will contribute toward the HMO coverage for the employee and/or his family subject to the following conditions:

1) The amount of the District contribution for an employee's single or family health insurance in any month shall equal the dollar amount of the Independent Health Encompass A premium or the amount of the premium for the employee's specific single or family plan listed above, whichever is the lesser amount.

2) In any month(s) in which an employee is not eligible for District contributions to basic health insurance then the employee will be entitled to no contribution by the District to any of the plans listed above.

3) Payment arrangements for ten-month employees will be the same as those in effect for 12-month employees.

4) In order to implement any of the coverages provided in this ARTICLE X, the District may implement appropriate payroll authorization forms and procedures.

**Section 3 - Dental Insurance:**

(a) The District's contribution for each full-time employee shall, for each contract covered, increase by \$0.50 per month each plan year in which the premium increases; however, the Employee contribution shall never be less than \$0.50 per month.

(b) The District Dental Plan shall be at least comparable in benefits generated by the 1996-97 plan, and claims shall be administered by Delta Dental.

(c) The plan year shall be November 1 to October 31 annually.

(d) No employee may be excluded from participation in the Delta Dental Plan; however, only full-time employees shall receive a District contribution to premium as in Section 1 above.

(e) Dental coverage is not grievable through the negotiated Agreement between the parties.

(f) The District shall:

1) Make funds available to pay dental claims which exceed monthly premiums that have been collected.

2) Withhold employee premium contributions for dental insurance from each of twenty (20) bi-weekly pay checks beginning with the first pay in October annually.

3) Issue payments to Delta Dental on behalf of the employee(s).

(g) A committee made up of equal representation from the three (3) bargaining units and the District Administration shall become the local plan administrator and assume the administrative responsibilities of the dental program. The committee shall, by September 15 annually, establish monthly premiums sufficient to support claims in the plan year beginning the next November 1 and to repay any debts incurred by the group (in excess of premium payments) from the previous fiscal year. All changes in coverage, premiums, and allowances are the responsibility of the plan administrator committee.

(h) Premiums/Contributions/Other Conditions

1) All funds paid by the District to Delta Dental during a contract year which exceeded the District's contractual obligation shall be reimbursed to the District by June 30 of the subsequent fiscal year through employee payroll deductions, as part of the new plan year dental plan premiums.

2) Annual monthly premiums will be established that are sufficient to pay claims, establish an appropriate reserve, and repay any debts.

3) There shall be only one rate change for any plan year.

4) Premiums shall continue to be withheld for the fiscal year established in 1996-97.

#### **Section 4 - Bus Attendants/Drivers**

(a) Bus Attendants working at least 3.5 hours per day and appointed to permanent status by the Board of Education shall be entitled to health and dental insurance contributions as if they were full-time employees of the District, and subject to the same contractual conditions as full-time employees, effective with the first open enrollment date (November 1) next

succeeding the date on which they complete their fourth consecutive year of regular service. Substitute time shall not be included for the purpose of determining eligibility.

(b) Effective September 1, 2003, School Bus Drivers appointed to permanent status by the Board of Education shall be eligible for health and dental insurance contributions from the district as follows:

1. When the driver completes two (2) years of regular service with the district.

On the open enrollment date (November 1) next succeeding the completion of said two (2) years of regular service, the driver shall be eligible for one-half (1/2) the health and/or dental insurance contribution granted to full time active employees of the district, subject to the same contractual provisions as full time employees. Substitute time shall not be included for the purpose of determining eligibility.

2. When the driver completes three (3) years of regular service with the district.

On the open enrollment date (November 1) next succeeding the completion of said three (3) years of regular service, the driver shall be eligible for the same health and/or dental insurance contribution granted to full time active employees of the district, subject to the same contractual provisions as full time employees. Substitute time shall not be included for the purpose of determining eligibility.

## **ARTICLE XI**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 1 - General:**

(a) A grievance is a claim that a party (the Employer or the CSEA) has violated this Agreement. A written grievance by an employee or the CSEA must be submitted on the form shown in Exhibit F. Grievance forms shall be provided by the Employer.

(b) A grievant is a party or an employee who has a grievance.

(c) If the grievant is an employee, he must submit his grievance at Step 1. However, if the grievant is the CSEA and its grievance involves all (or substantially all) of the employees, it may submit the grievance at Step 3. If the grievant is the Employer, it may submit the grievance at Step 3.

(d) No grievance may be submitted with respect to any matter which law mandated by higher authority requires to be handled by some procedure other than the grievance procedure provided in this Agreement.

Any employee is entitled to use the procedure provided in the

Progressive Discipline Section of this Agreement after a probationary period of up to twenty-six (26) weeks.

If any employee on probation is discharged or disciplined, the Employer is not required to assign a reason therefor and the discipline or discharge cannot be made the subject of a grievance or arbitration.

An employee is on probation for a period of twenty-six (26) weeks, as determined by the Employer, which period begins on his last date of hire or appointment.

(e) The Employer and the CSEA shall have the right to legal counsel at the arbitration stage of this procedure.

(f) During the grievance procedure, either party may ask for a reasonable extension of the time limits in this procedure to research a grievance or answer thereto. All such extensions shall be reduced to writing and signed by both parties.

## **Section 2 - Grievance Procedure:**

(a) **Step 1:** If, not later than the fifth working day after the date of the occurrence out of which the grievance arises, an employee or a Grievance Representative orally or in writing submits a grievance to the employee's immediate supervisor, the supervisor must answer the grievance orally or in writing not later than the fourth working day after its submission. The grievant or the Grievance Representative has five (5) working days after submission of the grievance response at Step 1 within which he may appeal the grievance in writing to the Superintendent or his designee at Step 2. If the grievance is to move forward and if the initial answer at Step 1 is oral, said oral answer and the grievance shall be reduced to writing and submitted to step 2 on a copy of the form in Exhibit F of this contract, with all parties signing their parts of the Step 1 written grievance.

In the interest of thoroughly researching potential grievances and thus reducing the volume of said grievances, the following alternate grievance procedure shall be acceptable: An employee or Grievance Representative may submit to the designated District Representative an "Intent to Grieve" form, hereby made a part of this Agreement as Exhibit G. The "Intent to Grieve" form shall be submitted in accordance with the time limits set forth in Section 2(a) above, and shall automatically trigger an additional ten (10) working day period during which the Grievance Representative may research the grievance and decide whether to proceed or not. If the Grievance Representative decides not to continue the grievance, notice shall be provided to all parties on the "Intent to Grieve" form. If the Grievance Representative decides to continue the grievance, the "Intent to Grieve" form shall be so marked and provided to all parties on the "Intent to Grieve" form. The regular Grievance form (Exhibit F) will then be completed, attached to the "Intent to Grieve" form, and delivered to the appropriate supervisor within the time limit described within this subsection. This "Intent to Grieve" form may be used to begin any grievance. Article XI, Section 4 shall apply to the "Intent to Grieve" process described in this subsection.

(b) **Step 2:** If the grievant or the Grievance Representative does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied. But if either does appeal before the appeal time expires, then the Superintendent or his designee must answer the grievance in writing not later than the third working day after the appeal. The CSEA has eight (8) working days after submission of the grievance at Step 2 within which it may appeal the grievance in writing to the appropriate committee of the Board of Education at Step 3.

(c) **Step 3:** If the CSEA does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied. But if the CSEA does appeal before the appeal time expires, then the appropriate committee of the Board of Education and the CSEA must agree, not later than the fifth working day after the appeal, on the date for a Step 3 meeting.

If the grievance is one which properly may be submitted at Step 3, then it must be submitted in writing not later than the fifth working day after the date of the occurrence out of which the grievance arises and then the appropriate committee of the Board of Education and the CSEA must agree, not later than the fifth working day after the submission, on the date for a Step 3 meeting. The Step 3 meeting must be held not later than the 15th working day after the date on which the grievance is appealed or submitted to Step 3. The Employer (or, if the grievant is the Employer, then the CSEA) shall answer the grievance in writing not later than the tenth working day after the Step 3 meeting. The CSEA (or the Employer) has ten (10) working days after receipt of the Step 3 answer within which it may submit the grievance to arbitration.

### **Section 3 - Arbitration Procedure:**

(a) If the Employer or the CSEA does not appeal a grievance to arbitration before the submission time expires, the grievance is deemed satisfied.

(b) No more than one grievance may be appealed to an arbitrator in the course of a single arbitration proceeding, unless the parties expressly agree in writing to the appeal of more than one grievance.

(c) To appeal a grievance to arbitration, a party must send a letter to the American Arbitration Association (AAA) which:

(1) requests arbitration of one specifically identified grievance, and

(2) requests the AAA to send to each party a list of fifteen (15) names of arbitrators.

Each party, not later than the tenth working day after receipt of its copy of the list, must mail its copy to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the AAA determines that no mutually acceptable arbitrator has

been selected by the parties, it shall submit a second list of fifteen (15) names, and the same procedure will be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.

(d) The time of the arbitration hearing shall be agreed upon by the parties and the arbitrator.

(e) The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, or restrict, the provisions expressed in this Agreement. The authority of the arbitrator does not extend to matters which law mandated by higher authority requires to be resolved by some other body.

(f) The decision of the arbitrator is final and binding on the parties and the employees.

(g) One-half the fees and expenses of the arbitrator must be paid by each party. All other expenses (including the compensation of witnesses) incident to the arbitration must be paid by the party which incurred them. If either party desires a verbatim stenographic record of the arbitration proceedings, it may cause such a record to be made at its own expense provided that it furnishes a copy of the record to the arbitrator and a copy to the other party.

#### **Section 4 - Time Limits:**

(a) In all cases of time limits provided in this ARTICLE XI, the computation of working days shall exclude Saturdays, Sundays and holidays.

(b) The time limits set forth in this ARTICLE XI must be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

(c) In no event may the Employer be held liable for back pay for a period of more than ten (10) consecutive working days preceding the filing of a written grievance.

#### **Section 5 - Election of Forum:**

(a) If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any judicial or other administrative forum.

(b) If a unit member or the Association submits an issue to any judicial or administrative forum for resolution and review of an issue which might also constitute an alleged violation of the Agreement, then both the unit member and the Association waive their right to submit said issue to arbitration.

## Section 6 - Progressive Discipline:

(a) The purpose of this Section is to serve as a complete replacement for the procedures and substantive rights which are, or may be afforded to employees by Sections 75 and 76 of the New York State Civil Service Law, including any amendment of, or replacement for, such sections. Therefore, employees may not invoke, use, or rely upon any right which may be provided in either section of Law. The sole recourse which unit members shall have, with respect to any discipline, including dismissal, which they believe to be without just cause shall be to the Grievance Procedure set forth in this Agreement ARTICLE XI. The preponderance of evidence shall be the standard of proof for the District.

(b) Employees who have completed at least twenty-six weeks of service with the District, (beginning with the first day of work and not counting any period of absence of five (5) or more consecutive unpaid workdays) shall not be disciplined or dismissed for arbitrary and capricious reasons. The following are not "discipline" within the meaning of this paragraph:

(1) ORAL: Warnings, reprimands, statements or evaluations adverse to the unit member.

(2) WRITTEN: Warnings (as distinct from reprimands), statements, or evaluations adverse to the employee.

(3) DENIAL OF PAY OR LEAVE CREDITS: Unless such denial is set forth in a statement of discipline as provided below.

(c) When discipline, (e.g., dismissal, suspension, reprimand) is to be imposed on an employee, a written statement must be issued which clearly describes the impending discipline along with a brief statement of the reasons therefor. Copies of this statement of discipline must be given to the employee, the Association and the Superintendent.

(d) If suspension of ten (10) days or less is imposed the employee shall have the right to grieve under this Section.

(e) If either dismissal or a suspension without pay of more than ten (10) days is to be imposed, the written statement of discipline must include notice of a grievance meeting, to be held before the District Superintendent or his designee. The hearing will be scheduled on a date not later than the fifth (5th) workday after the statement is given to the unit member. The hearing will be held only if the unit member does, in fact, submit a grievance, prior to the scheduled hearing, claiming a violation of this Agreement Section. If the hearing does not resolve the matter satisfactorily, the union may proceed to arbitration in accordance with the arbitration provisions of ARTICLE XI.

(f) Employees who are to be formally reprimanded, or otherwise disciplined, shall be entitled to have an Association representative present, if so requested.



## ARTICLE XII

### CSEA REPRESENTATION AND ACTIVITY

#### Section 1 - Non-employee Representatives:

The Employer shall permit a non-employee representative of the Civil Service Employees' Association to confer with employees during working hours for a reasonable period of time for the purpose of investigating a grievance. Before conferring with an employee, the CSEA representative shall make his presence and the purpose of his visit known to the employee's immediate supervisor. The CSEA representative may confer with an employee if the conference will not interfere unreasonably with the performance of the duties assigned to the employee. The CSEA representative shall be permitted to appear at public meetings of the Board of Education when requested by the CSEA.

The Union, as provided in this Section, shall have the sole and exclusive right to access to members of the bargaining unit covered by this Agreement for purposes of administration of this Agreement, except as otherwise required by applicable law. No employee organization or union will be permitted by the District to hold meetings on District premises or property with or concerning employees covered by this Agreement except that the CSEA will be extended such privilege in accordance with Subdivision (e) of Section 2 of ARTICLE XII of the contract between the parties.

#### Section 2 - Grievance Representatives:

(a) For the purpose of investigating and processing grievances in their respective departments, there shall be at least one Grievance Representative from each department where the CSEA has legal representation rights to a maximum of six (6) separate departments.

(b) A Grievance Representative may investigate grievances arising in his department and present them to the Employer without loss of time or pay, provided that the use of an abnormal amount of time or other abuse of this privilege may result in loss of time or pay as the employer shall determine.

(c) A Grievance Representative must obtain the permission of his immediate supervisor before leaving his assigned duties to handle a particular grievance. The supervisor may refuse, for a reasonable period of time, to permit the Grievance Representative to leave his assigned duties if his leaving would interfere unreasonably with the performance of the duties assigned to other employees. A Grievance Representative must report to his immediate supervisor before returning to his assigned duties.

(d) The CSEA must give written notice to the Employer of the name of each Grievance Representative and of each officer of the Iroquois Central Unit, Erie Educational Local, Civil Service Employees' Association, Inc., not later than the fifth (5th) working day following his designation.

(e) No CSEA meeting shall be held on the Employer's property at any time, unless the Employer consents thereto in writing.

**Section 3 - Bulletin Boards:**

The CSEA may post notices and communications on the Employer's bulletin boards, subject to the approval of the contents of such notices and communications by the Superintendent or his designee. The CSEA will confine the posting of notices and communications to the designated bulletin boards.

**Section 4 - Unit President Leave:**

The District will provide up to five (5) days leave without loss of pay or benefits, each year of this Agreement, to the CSEA Unit President or his/her designee to attend official CSEA workshops, conventions, seminars, or other official local, regional, state or national meetings. The Unit President or his designee will provide written notice from the sponsoring CSEA organization containing the type of function and date(s) requested off to his supervisor at least one (1) week prior to the day(s) off requested.

**ARTICLE XIII**

**HOLIDAYS**

**Section 1:** There shall be 14 paid holidays annually during the term of this Agreement, each of which shall be observed on a day other than Saturday or Sunday.

**Section 2:** The days to be observed as paid holidays shall be determined by the Employer, but the employees shall be given notice of those days on or before July 1 in the contract year in question.

**Section 3:** For each such holiday, an employee shall receive a holiday allowance equal to the pay he would have received had the day not been observed as a holiday, including any night shift differential. In addition thereto, an employee shall be paid at one and one-half times his regular rate for all hours worked on a holiday if he is required to work on a holiday.

**Section 4:** Any employee who works a regular schedule of at least four (4) hours per day, five (5) days per week, shall be entitled to holiday allowance in accordance with Section 3 of this Article, for any paid holidays for which the employee would otherwise be eligible.

**Section 5:** Effective July 1, 2003, the District will designate five (5) days as paid holidays for regular bus drivers, for regular bus attendants, and for regular part-time employees who are not eligible for any paid holidays because of the four (4) hour requirement of this Article XIII, Section 4. The fifth holiday accrued in 2003-2004 will not be an observed holiday. That holiday will be paid in the last paycheck of June, 2005.

To be eligible for any of these paid holidays an employee must:

- (a) regularly work a five (5) day schedule,

(b) work the scheduled work day immediately before the holiday and the scheduled work day immediately after the holiday. If the employee's absence on either the scheduled work day immediately before or after the holiday (but not both) is due to paid leave for personal illness or personal leave covered by this Agreement, this paragraph (b) will not apply.

(c) section 5(a) above shall not apply to Library Aides who are required by the District to work a three (3) day or four (4) day schedule.

## **ARTICLE XIV**

### **SICK LEAVE**

#### **Section 1 - Application of Rule:**

(1) All ten-month employees of the District shall receive an allowance of ten (10) days sick leave per school year at the rate of one (1) day per month plus one (1) additional day per year to be added to each employee's accumulated sick leave on January 1 of each year, (maximum of eleven (11) days credit in any year). Unused sick leave may accumulate to a total maximum of one hundred eighty (180) days. Such accumulations remain to the credit of the employee until used or he leaves the employ of the District.

(2) All twelve-month employees of the District shall receive an allowance of twelve (12) days sick leave per year at the rate of one (1) day per month, plus one (1) additional day per year to be added to each employee's accumulated sick leave on January 1 each year (maximum of thirteen (13) days credit in any year) and cumulative to one hundred eighty (180) days total maximum. Such accumulations remain to the credit of the employee until used or he leaves the employ of the District.

(3) Sick leave credits to part-time employees: Part-time employees, including permanently appointed bus drivers and permanently appointed bus attendants, who are required to work a fixed number of hours, five (5) days a week shall earn sick leave credits commencing with their date of appointment, prorated on the basis of the number of hours required to work per week (See example). These days of accumulation shall not be available to the employee until the first September 1 next succeeding the date of hire which is at least twelve weeks after the date of appointment as a part-time employee. Example: A person working five (5) three hour days per week will receive three hour sick days. For purposes of this paragraph 3 only, Late Runs shall be considered part of the fixed number of hours worked and sick leave shall be credited and paid accordingly; however, no other benefits shall accrue as a result of these Late Runs being included for sick leave pay. If a driver driving late runs is sick for late run(s) only (after working the regularly assigned runs for that day), the driver may claim, at the driver's option, sick leave pay for said late run(s) according to the following schedule:

- (a) If the driver's regular assignment is 4 runs, the driver will be charged 0.23 day sick leave for each late run claimed.

- (b) If the driver's regular assignment is 3 runs, the driver will be charged 0.29 day sick leave for each late run claimed.

The driver will not paid sick leave when they are sick for late runs only, unless the driver requests payment, and if the driver has available sick leave accrued.

## **Section 2 - Reasons for Granting of Sick Leave:**

Sick leave with pay may be granted in accordance with this Section by the administration to an employee when incapacitated or unable to perform the duties of his position by reason of:

- (1) Sickness or injury;
- (2) Serious illness in the employee's immediate family requiring care and attendance of employee. "Immediate family" shall include parent, spouse, brother, sister, son, daughter, grandparent, foster child, minor step-child, a child for whom the employee is legal guardian or other blood relative or parent-in-law who is an actual member of the employee's household. Only three (3) days will be allowed without a certificate or affidavit issued by the attending physician certifying to the necessity for the attendance of the employee. Such a certificate shall be filed with the District Administrative office and sick leave for this purpose shall be granted only with approval of the Superintendent of Schools or designee;
- (3) Quarantine regulations; or
- (4) Medical or dental visits

## **Section 3 - Sick Leave Credits:**

A credit for sick leave under this Section shall be allowed at the rate of one (1) working day per month for each month of service plus the one (1) additional day as per Section (1) or (2) of this ARTICLE XIV. Such leave as is not used shall accumulate, but not exceed 180 days. No credit for sick leave under this Section shall be allowed unless the employee shall have been on full pay status at least fifty percent of the working days of the calendar month.

## **Section 4 - Sick Leave Credits to Library Aides:**

Part-time library aides who are required by the District, for District convenience and not by their own request, to work a schedule that is not a regular five-day schedule, shall receive sick leave credits as in Article XIV, Section 1, paragraph (3) above. If such sick day falls on a day that was scheduled by the supervisor to be more than 1/5 of the weekly hours, then the person will be charged for one day. However, when determining the amount of sick leave accumulation for movement to another position, the number of weekly hours shall be divided by five (5), and that

result multiplied by the number of days accumulated to give the number of hours accumulation. This number of hours will then be divided by the number of hours per day in the new position and rounded to the nearest half-day to get the new number of sick days accumulated.

#### **Section 5 - Notice of Absence on Sick Leave:**

When absence is necessary under this Section, the employee shall report same to the Head of the Department or the Principal before working hours. In positions requiring replacement in case of absence, the time for reporting absence shall be set at the discretion of the principal or Department Head, and the Business Administrator shall be notified of the department rule governing the time of reporting. In case of failure to report within the stated time limit, unless for reasons satisfactory to the Principal or Department Head, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

#### **Section 6 - Verification and Proof of Illness:**

A certificate or affidavit, showing incapacity and inability of the employee to perform his duties, issued by the attending physician, shall be filed with the District Administrative office upon request of the Superintendent or his designee, in case of absence of three (3) consecutive days or more. When an employee takes day(s) immediately before or after any holiday or any period when school is in recess, the District may require such certificate or affidavit, in cases of suspected abuse. The Administrative Office may check further on any illness regardless of certificate or affidavit. If any employee fails to submit proof of illness when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay. If the proof submitted, in the judgment of the Administrative Officer, does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.

#### **Section 7 - Sick Leave Records and Reports:**

(1) The District Office shall maintain an accurate record of the attendance and sick leave status of all employees. Every leave of absence shall be promptly reported by the Principal or Department Head to the District Administrative office.

(2) A claim must be made in writing, on special forms provided for that purpose, to the Central Office for each absence. The Principal or Department Head in charge of the employee's department, or his designee, must initial each claim indicating the employee was excused; however, this does not guarantee pay allowance for such absence. This will be determined within the Central Business Office and according to the regulations on file.

(3) Medical certificates, when required, supporting requests for sick leave, shall be filed in the District Administrative Office.

### **Section 8 - Transfer of Sick Leave Credits:**

In case of transfer, accumulated sick leave shall be transferred with the employee and he shall receive credit in the Department to which he is transferred.

### **Section 9 - Miscellaneous:**

(1) In any case where an employee uses sick leave under this Agreement, the absence to be deducted from accumulated sick leave will be in units not less than one hour (one-third or one-fourth day in the case of a Bus Driver). In case of an emergency, when circumstances require that calls be made during working hours, the administration may grant time off for medical or dental visits using this method of calculation.

(2) Abuse of sick leave privileges shall be just cause for disciplinary action up to and including dismissal.

### **Section 10 - Sick Leave Bank:**

A sick leave bank shall be established by contributions from employees covered by this Agreement who are eligible to accumulate paid sick leave, in accordance with the following rules:

(a) Definitions: In applying provisions of this sick leave bank, the following definitions apply:

1) "Contribution date", in 1986 means a date thirty (30) days after the execution of this Agreement, and September 30 in any subsequent year.

2) "Day" of sick leave means the number of hours of sick leave earned by the employee in accordance with Section 1 of this ARTICLE XIV at the time of contribution or withdrawal. If an employee's workday changes, contributions and withdrawals shall be based on the hours in the employee's normal workday at the time the contribution or withdrawal is made. Although deposits and withdrawals are measured in "days", each employee's account will be recorded in terms of hours. For example, a part-time employee who elects to contribute to the bank may be contributing "days" which equate to four (4) hours each. However, that employee may subsequently assume a full-time position in which event withdrawal of "days" might be in units of eight (8) hours. In determining the number of days on deposit with reference to the two hundred (200) day maximum, days will be computed, as of the date they were deposited.

3) "Prolonged illness or physical disability" means one which is projected by the physician to extend at least thirty (30) consecutive workdays.

(b) Not later than the contribution date in any year, each employee who desires to contribute to the bank may contribute up to five (5) days of his sick leave already accumulated. Any days so contributed shall be deducted from the employee's accumulated sick leave.

The contribution shall be made on a form provided by the District, signed by the employee and submitted by the employee to the District's Business Office not later than the applicable contribution date. Notwithstanding any of the foregoing, the total number of days on deposit in the bank at any one time shall not exceed two hundred (200) days.

(c) An employee who (1) has exhausted his own accumulated sick days; (2) must be absent from work because of prolonged illness or physical disability; (3) submits satisfactory proof to the Committee from a physician of such illness or disability; and (4) has previously contributed to the sick bank; shall be eligible to withdraw days from the bank for such an absence. An employee, if approved by the Committee, may begin withdrawing sick days from the bank on the workday immediately following the exhaustion of his own accumulated sick leave or on the thirty first (31st) consecutive workday of his illness or physical disability, which ever occurs later.

In no event may an employee withdraw more than thirty (30) days from the bank for any one illness or disability or in any one calendar year.

(d) A sick bank committee ("Committee") consisting of three (3) employees covered by this Agreement selected by the CSEA shall be established to make determinations regarding withdrawals and deposits to and from the bank in accordance with this Section 9. The Committee shall determine whether to grant an eligible employee's request for a withdrawal and, if granted, how many days withdrawal will be allowed. The Committee's determination shall be certified in writing to the Superintendent. The certificate shall be accompanied by the physician's proof submitted by the employee to the Committee. The actions of this Committee are not subject to the grievance procedure included in this Agreement.

The CSEA shall indemnify and hold the District harmless against all claims, demands, suits and liabilities of whatever nature arising out of the operation of the sick bank and determinations of the Committee.

(e) An employee who has withdrawn one (1) or more days from the bank shall repay those days to the bank at the rate of not less than three (3) sick days on each contribution date following his return to work, to the extent he has such sick leave credits available; provided, however, that this provision shall operate only to the extent that the total number of days in the bank is below two hundred (200).

(f) Employees eligible for paid sick leave who are hired after a contribution date shall be eligible to join the bank by making a deposit on the next contribution date.

(g) If the total number of days in the sick bank falls below a total of one hundred (100) days, the Committee shall be authorized to request that each participating member of the bank voluntarily contribute up to two (2) additional days to the bank provided that the maximum of two hundred (200) days is not exceeded.

## ARTICLE XV

### MISCELLANEOUS

**Section 1 - Personal Leave Days** Each employee shall have four (4) personal leave days available for use each year, which days shall not be accumulated from year to year. Days not used during the year they are granted shall be added to accumulated sick leave. These days are not to be used immediately before or after a recess or a paid holiday unless a dire emergency can be demonstrated by the employee. Personal Leave Days shall be used for personal business matters which are of a pressing and immediate nature and which cannot be taken care of during non-working hours or days. Valid reasons for Personal Leave Days include, but are not limited to:

- (1) serious illness or death of persons other than members of the immediate family.
- (2) legal or business transactions.
- (3) graduation of employee, spouse, son or daughter.
- (4) transportation of son or daughter to college.
- (5) member of wedding party.
- (6) household emergency (i.e., flooded basement, furnace breakdown).
- (7) transportation failure.
- (8) community disaster service.

Written requests, stating the reason for the requested Personal Leave Day shall be submitted to the employee's immediate supervisor at least two (2) days in advance of the day requested. In emergencies the supervisor shall be notified by telephone and a written request submitted to him/her as soon as practicable after the fact. However, if the reason for the request under this Section is a personal one which the employee wants to keep confidential, the written request may be submitted directly to the Superintendent who will promptly act on it without involving the employee's immediate supervisor.

In any case where an employee uses Personal Leave Days under this Section, the absence to be deducted from accumulated Personal Leave Days will be in units of not less than one hour (one-third or one-fourth day in the case of a bus driver).

#### **Section 1.1 - Unpaid Leaves of Absence**

Unpaid leaves of absence will be granted to an employee only in accordance with the following procedures:

- (a) Any employee who desires such unpaid leave must request it from his immediate supervisor at least two weeks in advance, stating the reason for the leave.



(b) Unpaid leaves will not be taken except on approval of the employee's immediate supervisor. In cases where the requested leave of absence is for more than five (5) working days, or immediately precedes or follows a holiday, vacation or recess period, the approval of the Superintendent or his designee is also required.

(c) Taking leave without permission required by this Section shall be grounds for disciplinary action.

(d) Reasonable requests for unpaid leaves of absence will not be unreasonable denied, taking into account the operational needs of the District. Any grievance which alleges that the denial of an unpaid leave of absence was unreasonable is not subject to arbitration under Article XI, Section 3 of this Agreement.

(e) Requests for unpaid leaves of absence will not be considered unless the employee making the request will have already exhausted accrued paid leave, if applicable, by the date the unpaid leave is taken. In no case will paid leave be granted to an employee where the employee has not yet accrued it.

## **Section 2:**

(a) Employees who complete education courses which the Employer requires them to attend shall suffer no loss in pay by reason of such attendance, and upon presentation of vouchers, shall be reimbursed for their actual out-of-pocket expenses (including mileage to the driver) arising out of such attendance, not to exceed a maximum of \$50.00 for each such course. If any employee is required by the Employer to attend such a course outside his regularly scheduled hours of work, he will be paid at his regular rate of pay for all hours spent in attendance.

(b) An employee, who has completed one year continuous service, and who desires to attend educational courses related to the employee's job duties in the District, may request reimbursement for tuition and related expenses by filing a written request with the Superintendent stating the nature of the course, how it relates to the employee's job, when and where the course will be held and the amount of anticipated tuition and other expenses, including required examination fees, for which reimbursement is requested. The employee will also certify that (s)he will remain in the employ of the District for at least twelve (12) months following the completion of the course. Approval in whole or in part of requests under this Section shall be at the Superintendent's discretion, provided that the total amount of reimbursed tuition and other expenses shall not exceed eight hundred dollars (\$800.00) Vouchers and payment receipts must be submitted by the employee prior to reimbursement.

When an employee has completed approved course work as in Section 2(b) above, and listed in the chart below, said employee may be eligible for an annual stipend or hourly rate increase in accordance with said chart for each year the certificate earned with the course is maintained in current condition with the accrediting organization.

| <u>Maximum Number<br/>of Employees</u> | <u>Type of Certificate</u> | <u>Amount of Annual<br/>Stipend* or Hourly<br/>Rate Increases**</u> |
|--|----------------------------|---|
|--|----------------------------|---|

Maintenance/Grounds Department

|            |   |  |
|------------|---|--|
| 2          | HVAC or Refrigeration Certificate<br>Refrigeration Service Engineers<br>Society or equivalent | \$300/year   |
| 3          | Asbestos Handler Certificate<br>(Schools) as per NYS DOL                                      | \$0.10/hour for<br>all hours<br>worked plus<br>\$0.30/hour<br>working with<br>Asbestos |
| 3          | NYS Pesticide Applicator  | \$250/year   |
| 1 per pool | NYS Certified Pool Operator   | \$250/year   |

Transportation Department

|   |  |            |
|---|--|------------|
| 5 | ASE equivalent Diesel Engine<br>Mechanic                                       | \$300/year |
| 5 | ASE equivalent Brakes/Air Brakes<br>AND Steering and Suspension<br>Certificate | \$250/year |
| 1 | ASE equivalent Gasoline Engine<br>Mechanic                                     | \$250/year |

\*Paid in two (2) 50% installments, one in February and one in June.

\*\*\$0.10 added to regular rate and paid in each pay, an additional \$0.30 paid only when the employee works handling asbestos.

For an employee to be eligible for said stipends or hourly rate, the employee must show competence in the area of the certification and have a satisfactory overall job rating. The equivalency of the certificates noted above shall be determined in the sole discretion of the Superintendent.

(c) An employee who is authorized by the Superintendent or his designee to attend a conference related to the employee's job with the District will be compensated for all time lost from his normal work schedule on the day of his conference at the employee's regular rate of pay. The employee will also be reimbursed for applicable conference fees and expenses and for expenses for such necessary travel and meals as are approved by the Superintendent or his designee.

### Section 3 - Uniforms, Coveralls and Raingear:

(a) The District shall furnish in each building three (3) sets of new or used coveralls for the use of members of the custodial staff of the buildings on jobs which require coveralls to protect the employees' personal clothing.

(b) A committee comprised of the Superintendent of Buildings and Grounds and CSEA President appointees of at least one employee from each of the custodial, maintenance, and grounds departments shall determine a list of work shirts, pants/slacks, jackets and work shoes appropriate for wear in those departments. During the period from July to September annually, the District shall provide to each employee in the maintenance, custodial and grounds departments not covered under subsection 3(c) below a \$100 credit toward the purchase of committee approved work clothes and/or work shoes. Each employee shall be required to secure at least two (2) shirts from the list of shirts. The employee may then designate any remaining credit to the purchase of pants/slacks, more shirts, a jacket or work shoes to the extent that there are credits remaining in his/her work clothes account. Receipts must be submitted for reimbursement to be made on items purchased by the employee. Amounts in the work clothes account will expire at the end of each school year.

(c) Subject to the terms and conditions in section 3(b) above, each new employee, in the first year of employment and after the new employee has reached permanent Civil Service status with the District, shall be provided with a \$135.00 credit toward the purchase of committee (see 3(b) above) approved work clothes and/or work shoes.

(d) All custodial, maintenance and grounds department employees shall report to work wearing the work clothes/work shoes provided by the District under section 3(b) or 3(c) above.

(e) The District will provide the following sets of raingear as indicated:

| <u>Location</u>    | <u>No. of sets</u> |
|--------------------|--------------------|
| High School        | 2                  |
| Middle School      | 2                  |
| Other Schools      | 1 each             |
| Each Groundskeeper | 1                  |
| Bus Garage         | 3                  |

(f) The District will provide a ten (10) "change" uniform set (pants and shirts) per two week period and two (2) jackets and one (1) zip-out liner to automotive mechanics or the automotive mechanic supervisor regularly assigned to the bus garage. In addition, a credit of twenty-five (\$25.00) dollars shall be provided to each automotive mechanic or automotive mechanic supervisor yearly toward the purchase of committee (See 3(b) above) approved work clothes/work shoes. This credit shall expire at the end of each school year.

**Section 4:** Employees who are authorized by the Superintendent or his designee to use their personal automobile for travel will be reimbursed at a rate equal to the per mile deduction allowed by the Internal Revenue Service using the standard mileage rate method.

**Section 5:** Any Volunteer Firefighter called to active duty during his working hours will be excused with no loss in pay, sick leave, or personal leave under the following conditions:

(1) Prior to leaving work his/her location and upon return to work at the conclusion of his/her firefighting duty, the employee will notify his/her supervisor or other designated official of the District.

(2) In cases where the employee is the only one at a work location, the supervisor may postpone his departure until appropriate arrangements have been made for security and continuation of operations.

(3) Where more than one volunteer firefighter is called to duty from the same work location on the same day, at least fifty (50) percent of the employees will be released.

**Section 6:** An employee shall be allowed three (3) working days bereavement leave with pay in the event of the death of his father, mother, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, step-mother, step-father, grandchild or step-child. An employee shall be allowed one day bereavement leave with pay in the event of the death of his grandfather, grandmother, sister-in-law, brother-in-law, son-in-law or daughter-in-law. Such leave shall not be deducted from personal leave days or sick leave.

The purpose of bereavement leave is to allow an employee to attend the funeral or memorial service of the deceased relative.

**Section 7:** The District shall make available to each automotive mechanic and head automotive mechanic the maximum amount of two hundred twenty-five (\$225.00) per contract year to purchase new tools required on the job and/or to replace worn-out or broken tools required on the job if the following terms are met:

(a) All Transportation Department Mechanics must have prior approval from the Transportation Supervisor before a new and/or replacement tool is purchased.

(b) All broken or damaged tools must be replaced with tools which carry a life-time guarantee.

(c) The Transportation Supervisor will coordinate the purchase of all required and necessary tools from a vendor who has established a tax exempt account with the District.

**Section 8:** An employee who desires to resign his position must give to the Head of his Department, written notice of his intent to resign not less than two calendar weeks prior to the last day the employee intends to work. Failure to give such notice by that day will result in forfeiture of all earned vacation pay. An employee who is to be laid off because of lack of

work or elimination of his position will be given written notice of his layoff not less than two calendar weeks prior to his last scheduled work day.

**Section 9:** Prior to the last day of school in June of each year, the District shall give to each Bus Driver a written notice stating whether the District intends to have the employee return to work or not in the following school year provided that the position the employee occupies is in existence in that school year. Nothing in this Section shall be construed as waiving requirements of law respecting licenses and physical examination.

**Section 10:** A substitute employee is a person working in the place of a regular employee who is temporarily absent. A temporary employee is a person, other than a substitute employee who had worked less than 75 percent of the minimum schedule for the year (whether that be 10 months or 12 months) as other employees in the same classification. When such a person performs in excess of that 75% standard, the job shall be considered regular rather than temporary and shall be posted.

**Section 11:** Any employee employed in the job of "Motor Equipment Operator", "Groundskeeper", "Automotive Mechanic" or "General/Maintenance Mechanic", who purchases safety glasses for use on the job, shall be reimbursed by the District for the cost of one pair of such glasses, upon presentation of a receipt to the District by the employee. Reimbursement will be paid for replacements for damaged glasses, but not more than once in any calendar year. Reimbursement under this Section 11 is limited to forty-three dollars (\$43) per pair of glasses and is not intended to reimburse employees for the cost of frames or eye examinations.

**Section 12:** Any qualified person may be assigned to drive the "carry-all" vehicle(s) used by the District.

**Section 13:** Full-time office clerical employees (Typists, Clerk Typists, Telephone Operators, Senior Typists, Senior Clerk Typists, Senior Account Clerks, Senior Account Clerk-Typists, AV Technicians, Central Store Clerks, and Principal Stenographers) will be scheduled 30 minutes less than eight hours per day, with no reduction in earnings, in effect providing 30 minutes of paid meal time. As used in this paragraph, "full-time clerical employees", means clerical employees who will be working seven (7) or more hours per day after the reduction provided in this paragraph. This paragraph shall not apply during the summer recess period.

**Section 14:** Each full-time Registered Nurse must remain in the nurse's assigned building during the normal lunch period. However, upon request by the full-time Registered Nurse, the Building Administrator may grant permission to the nurse to leave the assigned building for the lunch period. Any full-time Registered Nurse who remains in the assigned building during the lunch period will be paid for the lunch period. If a full-time Registered Nurse leaves the assigned building for the lunch period, then the lunch period will be unpaid.

**Section 15:** Each employee will be given a written statement by October 1 in each year of his employment. This statement will state his Salary Grade, Salary Step and Yearly Salary. Additional sick leave and personal leave accruals will be provided in separate documentation later in the year when the information is available to the District.

**Section 16:** If the District decides to permanently contract out any substantial amount of work involving duties presently performed by employees working in positions listed in Exhibit A, the District will notify the CSEA of said decision and will discuss with the CSEA, if it so requests, the impact of such contracting out on the employees affected.

**Section 17 - Employee Evaluations:** Whenever a written evaluation report is prepared about an employee by a supervisor, a conference will be held between the employee and the supervisor. At this conference the supervisor will review the evaluation report with the employee and inform him of the contents of the report including any observed strengths and areas needing improvement. The evaluation report will be dated and signed by the employee at this conference. The evaluation report will be placed in the employee's personnel file. An employee will have the right to submit a written, signed answer to an evaluation report within two weeks of the conference at which the report is discussed. Any such timely answer submitted by an employee will be attached to the evaluation report to which it applies, and will be filed by the District with the report in the employee's personnel file. The employee's signature on the evaluation report does not indicate the employee's agreement with the contents of the report but only that he has read the report and understands it.

**Section 18:** The CSEA shall appoint up to five (5) employees with at least two (2) years of continuous service to serve on a safety committee with up to five (5) representatives designated by the District. This committee will meet during the school year once every three (3) months, or at other mutually agreeable times, to discuss matters of employee safety and make recommendations to the Superintendent.

**Section 19 - Annuities:** The District agrees to purchase, from money deducted from employees' salaries, annuities for said employees in accordance with Section 403(b) of the Internal Revenue Code of 1954, as amended. The District further agrees to accept applications from employees to make agreements with the District for deductions to be remitted to the annuity program of the authorized insurer(s) as designated by the District. There shall be no solicitation of applications during school hours.

**Section 20:** If, during the summer months from the end of the school year in June to the beginning of the subsequent school year in September, a bus attendant's services are required, the incumbent bus attendants covered by this agreement shall have the right of first refusal for that work before such work is offered to employees in titles other than bus attendant. Each year work assignments shall be rotated among all bus attendants who have indicated in writing by May 1 annually that they wish to work during the summer. Pay shall be at the attendant's regular rate of pay; no additional benefits shall accrue; and sick leave shall not apply for work performed pursuant to this paragraph.

**Section 21:** The District shall make available, effective October 1, 2003, the District's then current IRS Section 125 Flexible Benefits Plan to eligible employees who elect to participate in the plan. The District and employee shall share equally the administrative expenses for said 125 Plan.

**Section 22 - Summer Work:** Ten month employees who work during July and August will be allowed to utilize sick leave accruals and should the need arise, bereavement benefits during those months. They will not be entitled to accrue any additional benefits.

## **ARTICLE XVI**

### **TERM, AMENDMENTS AND NEGOTIATIONS**

#### **Section 1 - Term:**

The term of this Agreement begins at 12:01 a.m. on July 1, 2002 and continues until midnight on June 30, 2006.

#### **Section 2: Amendments:**

(a) No provision of this Agreement may be deleted or changed, and no provision may be added to this Agreement, by implication or by any other means except a written amendment to this Agreement signed by each party.

(b) During the term of this Agreement, either party may propose that this Agreement be amended, but the other party is not obliged to negotiate (except as provided in Section 3 of this Article), or to agree to any proposed amendment.

(c) No provision of this Agreement may be waived by implication or by any other means except a written document signed by each party.

#### **Section 3 - Collective Negotiations:**

(a) The parties shall enter into good faith bargaining for a successor agreement no later than October 30, 2005.

(b) Either party may declare impasse on or after March 2, 2006, if an agreement is not achieved unless an earlier date is mutually determined.

(c) If mediation is not successful, either party may request fact finding on or after April 1, 2006, unless an earlier date is mutually determined.

(d) The parties may request from PERB a fact finder mutually agreeable to them. If there is no agreement or if that individual is not available the parties will request of the Director of Conciliation a list of seven (7) available fact finders, one to be selected by a process of striking names from that list.

(e) It is the desire and intent of the parties to have a fact finding and the hearing held no later than April 4, 2006, recommendation by April 30, 2006.

Section 4: The Employer and CSEA shall mutually share the cost publishing this Agreement.

Section 5: Wherever used herein, the use of the masculine gender shall include the feminine gender and the use of the feminine gender shall include the masculine gender.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 6<sup>th</sup> day of November, 2003.

FOR:

IROQUOIS CENTRAL SCHOOL  
DISTRICT:

IROQUOIS CENTRAL UNIT,  
LOCAL 868, CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO

Nancy A. Battistoni  
Nancy A. Battistoni, President  
Board of Education

Neil A. Rachelle  
~~James Knowles~~ Neil A. Rachelle  
Superintendent

Cheryl Kaczmarek  
Cheryl Kaczmarek, President  
CSEA Unit

Penny Gleason  
Penny Gleason, CSEA Labor  
Relations Specialist



# EXHIBIT A

## JOB TITLE

Wage  
Grade

|     |  |
|-----|--|
| 1   |  |
| 2   |  |
| 3   |  |
| 4   | Cleaner, Bus Attendant (employed after 7/1/91)   |
| 4A  |  |
| 5   | Clerk Typist, Telephone Operator   |
| 6   | Laborer, Security Person   |
| 7   | Groundskeeper, Laborer/Security,<br>Painter, Maintenance Mechanic Helper, Messenger  |
| 7A  |  |
| 8   | Senior Clerk-Typist, Computer Support Assistant  |
| 8A  | Motor Equipment Operator   |
| 9   | Account Clerk, Automotive Mechanic Helper, Bus Driver, Bus<br>Attendant (employed prior to 6/30/91),<br>Custodian, Transportation Clerk (to 6/30/03) |
| 10  | Senior Custodian, Senior Account Clerk, Senior Clerk Stenographer<br>Transportation Clerk (eff 7/1/03)   |
| 11  | Senior Account Clerk-Typist  |
| 12  | Automotive Mechanic, Head Bus Driver, General Mechanic/Maintenance<br>Mechanic, A.V. Technician  |
| 13  |  |
| 13A | Head Custodian   |
| 14  |  |
| 15  | Automotive Mechanic Supervisor   |
| 16  | Registered Nurses  |
| 17  |  |
| 18  | Microcomputer Technical Support Specialist   |

In the event the titles Typist, Clerk, Senior Typist, Account Clerk, Senior Custodian, Central Stores Clerk, Principal Stenographer, Senior Automotive Mechanic or School Caseworker are recreated by the District, those titles shall be placed back in the grades as they existed in the 1997-99 agreement.

**EXHIBIT B**  
**2002-2003 SALARY SCHEDULE**

| <u>WAGE GRADE</u> | <u>STEP 1*</u> |
|-------------------|----------------|
| 1                 | \$ 8.26        |
| 2                 | \$ 8.56        |
| 3                 | \$ 8.89        |
| 4                 | \$ 9.27        |
| 4a                | \$ 9.46        |
| 5                 | \$ 9.68        |
| 6                 | \$10.05        |
| 7                 | \$10.47        |
| 7a                | \$10.72        |
| 8                 | \$10.88        |
| 8a                | \$11.09        |
| 9                 | \$11.34/hourly |
| (3.50 hrs)**      | \$39.70        |
| (3.75 hrs)**      | \$42.53        |
| (4.50 hrs)**      | \$51.04        |
| 10                | \$11.85        |
| 11                | \$12.36        |
| 12                | \$12.89        |
| 13                | \$13.42        |
| 13a               | \$13.69        |
| 14                | \$14.04        |
| 15                | \$14.65        |
| 16                | \$15.31        |
| 17                | \$17.74        |
| 18                | \$47,252       |

\* All numbers listed are hourly, except for Wage Grade 18 which is an annual amount.

\*\* Daily rates

**EXHIBIT C**  
**2003-2004 SALARY SCHEDULE**

| <u>WAGE GRADE</u> | <u>STEP 1*</u> |
|-------------------|----------------|
| 1                 | \$ 8.43        |
| 2                 | \$ 8.73        |
| 3                 | \$ 9.07        |
| 4                 | \$ 9.46        |
| 4a                | \$ 9.65        |
| 5                 | \$ 9.87        |
| 6                 | \$10.25        |
| 7                 | \$10.68        |
| 7a                | \$10.93        |
| 8                 | \$11.10        |
| 8a                | \$11.31        |
| 9                 | \$11.57/hourly |
| (3.50 hrs)**      | \$40.49        |
| (3.75 hrs)**      | \$43.38        |
| (4.50 hrs)**      | \$52.06        |
| 10                | \$12.09        |
| 11                | \$12.61        |
| 12                | \$13.15        |
| 13                | \$13.69        |
| 13a               | \$13.96        |
| 14                | \$14.32        |
| 15                | \$14.94        |
| 16                | \$15.62        |
| 17                | \$18.09        |
| 18                | \$48,197       |

\* All numbers listed are hourly, except for Wage Grade 18 which is an annual amount.

\*\* Daily rates

**EXHIBIT D**  
**2004-2005 SALARY SCHEDULE**

| <u>WAGE GRADE</u> | <u>STEP 1*</u> |
|-------------------|----------------|
| 1                 | \$ 8.60        |
| 2                 | \$ 8.90        |
| 3                 | \$ 9.25        |
| 4                 | \$ 9.65        |
| 4a                | \$ 9.84        |
| 5                 | \$10.07        |
| 6                 | \$10.46        |
| 7                 | \$10.89        |
| 7a                | \$11.15        |
| 8                 | \$11.32        |
| 8a                | \$11.54        |
| 9                 | \$11.80/hourly |
| (3.50 hrs)**      | \$41.30        |
| (3.75 hrs)**      | \$44.25        |
| (4.50 hrs)**      | \$53.10        |
| 10                | \$12.33        |
| 11                | \$12.86        |
| 12                | \$13.41        |
| 13                | \$13.96        |
| 13a               | \$14.24        |
| 14                | \$14.61        |
| 15                | \$15.24        |
| 16                | \$15.93        |
| 17                | \$18.45        |
| 18                | \$49,161       |

\* All numbers listed are hourly, except for Wage Grade 18 which is an annual amount.

\*\* Daily rates

**EXHIBIT E**  
**2005-2006 SALARY SCHEDULE**

| <u>WAGE GRADE</u> | <u>STEP 1*</u> |
|-------------------|----------------|
| 1                 | \$ 8.77        |
| 2                 | \$ 9.08        |
| 3                 | \$ 9.44        |
| 4                 | \$ 9.84        |
| 4a                | \$10.04        |
| 5                 | \$10.27        |
| 6                 | \$10.67        |
| 7                 | \$11.11        |
| 7a                | \$11.37        |
| 8                 | \$11.55        |
| 8a                | \$11.77        |
| 9                 | \$12.04/hourly |
| (3.50 hrs) **     | \$42.13        |
| (3.75 hrs) **     | \$45.14        |
| (4.50 hrs) **     | \$54.16        |
| 10                | \$12.58        |
| 11                | \$13.12        |
| 12                | \$13.68        |
| 13                | \$14.24        |
| 13a               | \$14.52        |
| 14                | \$14.90        |
| 15                | \$15.54        |
| 16                | \$16.25        |
| 17                | \$18.82        |
| 18                | \$50,144       |

\* All numbers listed are hourly, except for Wage Grade 18 which is an annual amount.

\*\* Daily rates

**IROQUOIS CENTRAL SCHOOL DISTRICT  
CSEA Grievance Form**

Grievance  
Number \_\_\_\_\_  
Fiscal Year    Sequence No.

Date: \_\_\_\_\_

Initial Level:    1    2    3  
(Circle One)

Employee Name(s): \_\_\_\_\_

Building Or Area \_\_\_\_\_

Assignment: \_\_\_\_\_

Date Grievance Submitted: \_\_\_\_\_

Answer Date: \_\_\_\_\_

**NATURE OF THE GRIEVANCE:** (Include Section of Current Agreement Violated and Attach Extra Sheets if needed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SETTLEMENT DESIRED**

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_  
Employee

Signed: \_\_\_\_\_  
For the Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**DISTRICT REPRESENTATIVE DECISION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_  
District Representative

Date: \_\_\_\_\_

Copies: District Representative (1), CSEA Representative (2), Employee (Original), Superintendent(1), Others (1 each)

Grievance # \_\_\_\_\_ - \_\_\_\_\_

\*\*\*\*\*

Step 1 Response Unsatisfactory

Taken to Step 2 on \_\_\_\_\_ (Date), By CSEA Representative \_\_\_\_\_

SUPERINTENDENT/DESIGNEE REPOSE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent/Designee

\*\*\*\*\*

Step 2 Response Unsatisfactory

Taken to Step 3 on \_\_\_\_\_ (Date), by CSEA Representative \_\_\_\_\_

BOARD OF EDUCATION RESPONSE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President/Designee

The answer at Step 3 is not satisfactory. Taken to arbitration on \_\_\_\_\_ (Date)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
CSEA Representative  
and/or

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

Copies: District Representative (1), CSEA Representative (2), Employee (Original), Superintendent(1), Others (1 each)

**IROQUOIS CENTRAL SCHOOL DISTRICT  
CSEA Intent to Grieve Form**

**Grievance  
Number**

\_\_\_\_\_  
Fiscal Year      Sequence No.

Date: \_\_\_\_\_

Initial Level:    1    2    3  
(Circle One)

Employee Name(s): \_\_\_\_\_

Building/Area \_\_\_\_\_ Job Assignment \_\_\_\_\_

Original Date Submitted \_\_\_\_\_

Grievance Terminated:    ☐      Grievance Continued:    ☐

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Nature of the Grievance (Include Section of Current Agreement Violated and Attach Extra Sheets if needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_

Employee

\_\_\_\_\_  
For the Association

Printed  
Name/Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Received

\_\_\_\_\_  
District Representative

Date \_\_\_\_\_

Printed  
Name/Title \_\_\_\_\_

Copies: District Representative (Original), CSEA Representative, Employee, Superintendent



IROQUOIS CENTRAL SCHOOL DISTRICT  
CSEA - Retroactive Position Report Form

TO: \_\_\_\_\_, CSEA President

The person noted below will be recommended to the Board of Education as follows:

Meeting Date \_\_\_\_\_

Name \_\_\_\_\_

Position/  
Posting # \_\_\_\_\_

Initial  
Location \_\_\_\_\_

Effective  
Date \_\_\_\_\_

Signed \_\_\_\_\_  
Business Administrator

Dated \_\_\_\_\_

c: Payroll